



## Contract By Authorized Board

**Commodity  
or Service:**

Administrative Services as the State of Wisconsin  
Pharmacy Benefit Manager

Request for Proposal (RFP) No: ETJ0007  
As modified or clarified in Amendment 6

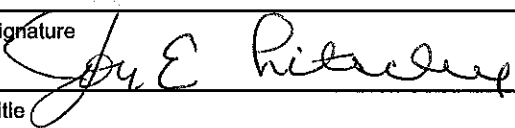
Authorized Board: Group Insurance  
Board

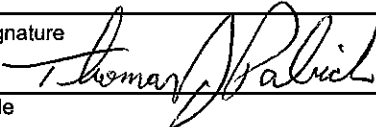
**Contract Period:** 01/01/2017 thru 12/31/2017

1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds (Department), the State of Wisconsin Group Insurance Board (Board) and the contractor whose name, address, and principal officer appears on page 2. The Department is the sole point of contact for Board contracting;
2. Whereby the Department of Employee Trust Funds agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the contractor's bid submitted on this request for bid which request for bid is hereby made a part of this contract;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement.  
  
Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.261.7952.
5. For purposes of administering this contract, or in the event of any conflict, ambiguity, or inconsistency among the terms of this Contract and the documents incorporated within, the Order of Precedence to resolve any inconsistencies is:
  - 1) This contract;
  - 2) Amendment 6, dated December 17, 2015
  - 3) Amendment 5, dated March 13, 2015;
  - 4) Amendment 4, dated December 26, 2014 and Medicare Part D-Employer Group Waiver Plan Addendum 2 dated December 26, 2014 and the Business Associate Agreement dated December 26, 2014;
  - 5) Amendment 3, dated February 20, 2014;
  - 6) Amendment 2, dated November 6, 2012;
  - 7) Medicare Part D Addendum, dated January 1, 2012;
  - 8) Amendment 1, dated December 8, 2010;
  - 9) Business Associate Agreement;
  - 10) The Uniform Benefits provisions found in the "TERMS AND CONDITIONS FOR COMPREHENSIVE MEDICAL PLAN PARTICIPATION IN THE STATE OF WISCONSIN GROUP HEALTH BENEFIT PROGRAM AND UNIFORM BENEFITS FOR THE CONTRACTED YEAR ( ET-1136-xx)" as related to pharmacy benefits to be provided through the pharmacy benefit manager under the express provisions of the Uniform Benefits Guidelines and Standard Plan and terms and conditions of the specific contracts between the Board and individual HMOs as amended by the Board from time to time for 2011 or for subsequent years;
  - 11) RFP ETJ0007 dated January 28, 2010, including all appendices, attachments and amendments;
  - 12) The technical and cost proposals for the RFP ETJ0007 submitted by Navitus Health Solutions, LLC dated March 3, 2010, including all appendices, attachments and amendments.

6. Navitus Pharmacy Benefit Management Services Agreement - Medicare Part D Addendum, dated January 1, 2012, provides for services applicable to the inclusion of a Medicare Part D Employer Group Waiver Plan in place of the Retiree Drug Subsidy program for the State and Wisconsin Public Employers group health insurance programs.
7. Amendment 2 dated November 6, 2012, revises payment for Contractor's services effective April 1, 2012. All other provisions of this Contract unrelated to this amendment remain in effect.
8. Amendment 3 dated February 20, 2014, memorializes the Board's May 21, 2013 decision to extend this Contract for one (1) 2-year period effective January 1, 2014, and expiring on December 31, 2015, in accordance with Section 1.04 of Amendment 1 of this Contract. This amendment also reflects an agreement between the Department, on behalf of the Board, and the Contractor to allow the Department to initiate ACH transfers to the Contractor within three (3) business days instead of two (2) for payment of claims account invoices from the Contractor as identified in Section 6.02 of Amendment 1 of this Contract. All other provisions of this Contract remain in full force and effect.
9. Amendment 4 dated December 26, 2014, documents the changes to the Medicare Part D-Employer Group Waiver Plan Addendum 2 dated December 26, 2014, and the updated Business Associate Agreement dated December 26, 2014 that replaces the agreement dated December 8, 2010 as referenced in Exhibit 3 Amendment 1.
10. Amendment 5 dated March 13, 2015, documents the Board's November 18, 2014 decision to extend this Contract for only one (1), one-year period effective January 1, 2016, and expiring on December 31, 2016, in accordance with Section 1.04 of Amendment 1 of this Contract. Amendment 5 further documents that the Board's decision to renegotiate a one-year renewal option countermands Section 1.9 – Contract Term and Funding, from the RFP ETJ0007 dated January 28, 2010, inasmuch as this section states, "...The Board retains the option by mutual agreement of the Board and the vendor to renew the contract for two (2) additional two (2)-year periods extending the contract through December 31, 2017." Executing this Amendment 5 indicates the parties have renegotiated this one-year extension in good faith.
11. Amendment 6 dated December 17, 2015, documents the Board's November 17, 2015 decision to extend this Contract for only one (1), one-year period effective January 1, 2017, and expiring on December 31, 2017, in accordance with Section 1.04 of Amendment 1 of this Contract.

**Contract Number & Service:** ETJ0007: Administrative Services as the State of Wisconsin Pharmacy Benefit Manager  
**Amendment 6 – December 17, 2015**

State of Wisconsin Department of Employee Trust Funds
By Authorized Board (Name) Group Insurance Board
By (Name) Jon Litscher
Signature 
Title Chair, Group Insurance Board
Contact and Phone c/o John Voelker, Deputy Secretary 608.266.9854
Date (MM/DD/CCYY) 01/07/2016

To be Completed by Contractor
Legal Company Name Navitus Health Solutions, LLC
Trade Name Navitus Health Solutions
Taxpayer Identification Number 43-608530
Company Address (City, State, Zip)  2601 West Beltline Highway, Suite 600 Madison, WI 53713
By (Name) Thomas J. Pabich
Signature 
Title SVP-Business Development and Client Services
Phone 608.729.1557
Date (MM/DD/CCYY) 12/21/2015

# **Pharmacy Benefit Management Contract**

**# ETJ0007 Amendment 6**

**December 17, 2015**



Issued by the State of Wisconsin  
Department of Employee Trust Funds

On behalf of the Group Insurance Board  
With  
Navitus Health Solutions, LLC

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## **PART 1 GENERAL**

### **1.01 Purpose.**

(a) Effective as of January 1, 2011, the State of Wisconsin Group Insurance Board ("Board") and Navitus Health Solutions, LLC ("Contractor") entered into an Administrative Services Contract for Pharmacy Benefit Manager Services ("Contract"), whereby Contractor agreed to provide pharmacy benefit management services to the State of Wisconsin and Wisconsin Public Employers group health insurance programs. Amendment 1 of the Contract, dated December 8, 2010 and effective January 1, 2011, provides the terms of the Contract. Under Section 1.04 of Amendment 1, the Contract shall terminate as of December 31, 2013, unless extended by agreement of the parties.

(b) Amendment 3 of the contract, dated February 20, 2014, reflects the agreement of the parties to extend the term of the Contract for one (1) two-year extension, beginning January 1, 2014 and ending December 31, 2015, as authorized under Part 1, Section 1.04 (b) in Amendment 1 of the Contract. After enactment of Amendment 3, one (1) additional two-year extension of the Contract remained available for the parties to exercise and extend the term of the Contract from January 1, 2016 through December 31, 2017.

(c) Amendment 5 of the contract, dated March 13, 2015, reflects the agreement of the parties to extend the term of the Contract for one (1) one-year extension, beginning January 1, 2016 and ending December 31, 2016, as authorized under Part 1, Section 1.04 (b) in Amendment 1 of the Contract. After enactment of Amendment 5, one (1) additional one-year extension of the Contract remained available for the parties to exercise and extend the term of the Contract from January 1, 2017 through December 31, 2017.

(d) On November 17, 2015, the Board resolved to extend the Contract for the remaining one (1) one-year extension.

(e) The Board and Contractor enter into this Amendment 6 to extend the Contract for one (1) one-year period as set forth in Part 2, Section 2.01 of this amendment.

### **1.02 Execution of Contract.**

(a) This Amendment to the Contract between the Contractor and the Board shall be effective when the updated Contract document is signed by authorized representatives for each party hereto, with services to commence on January 1, 2016. By their signature, each signatory represents that he or she has proper and legal authority to sign and bind their principal and that each party has all required legal right and power to perform all acts called for by the Contract in the State of Wisconsin and elsewhere.

(b) All provisions of the Contract, except those specifically annotated in Part 2, remain in full force and effect unless otherwise agreed to by all parties in a future amendment. All terms defined in Amendment 1 of the Contract will hold the same meaning in this, Amendment 6.

## **PART 2 AMENDED CONTRACT PROVISIONS**

### **2.01 Term of Contract.**

(a) As permitted by Part 1, Section 1.05 in Amendment 1 of the Contract, in consideration of Part 1, Section 1.04 (b) in Amendment 1 of the Contract, and in response to the November 17, 2015 decision by the Board to extend the term of this Contract, the Board and Contractor hereby agree to extend the Contract for one (1) one-year Contract term extension, beginning January 1, 2017 and ending December 31, 2017.